

Mississippi Forestry Commission
Region 3
3139 Highway 468 West
Pearl, MS 39208

Invitation for Bids
Stumpage for Sale
School Trust Land

Sealed bids will be received by the **Newton County School District in Decatur, MS, Newton County** up to and not later than **10:00 a.m., September 7, 2021**, for the purchase on a per-ton basis for all timber, standing or down, designated for harvesting on **±125 Acres**, in **Section 16, Township 5N, Range 13E, Newton County, Mississippi**. Each bidder is expected to make their own cruise and to bid accordingly.

Before bids are submitted, full information concerning the timber, the conditions of sale and the submission of bids should be obtained from the **Mississippi Forestry Commission, Newton, Mississippi (telephone number 601-624-4209)**. The right to reject any and all bids is reserved. The **Newton County School District** will meet on **September 13, 2021 at 5:30 p.m.** to accept or reject the bids.

This sale is for a pay-as-cut-select thinning operation of a **±125 acre, 2nd thin** pine plantation which includes an operator select thinning as specified in the "Forest Products Sale Contract". The area was hand planted. The stand is **27** years old, has an average **merchantable** height of **53** feet and an average **DBH** of **10.4** inches. At present the average basal area is **144** square feet per acre. The thin will be operator select between the established corridors. Where the stand has not been thinned a 15 foot corridor will be cut with 35 feet between corridors. The timber will be thinned to an average of **75** square feet of basal area per acre. Trees designated for sale are those trees not needed to form an average basal area of **75** square feet per acre. Such leave basal area shall consist of evenly distributed trees of saw log or potential saw log quality trees.

Bids will be on a per ton basis for the following products: **pine pulpwood, pine chip-n-saw, and pine saw timber** (*See Article I of the Forest Products Sale Contract*).

The designated timber sale area will be marked by **red paint and pink timber harvest flagging**. The section boundary lines will be marked with **orange** paint. Streamside Management Zones (SMZ) will be marked with **yellow paint and orange SMZ flagging**. Boundary line trees are not to be cut.

See attached map.

If the Seller or Seller's Agent determines that the Buyer is in violation of any contract stipulation(s) found within *Article XI, Article XII*, Table One found within the Forest Products Sale Contract will be the basis for Product Designation and Minimum Product Specifications.

Bids will be on a per ton (2000 pounds) basis for all products. Payment will be made on a weekly basis. Payment must be received by **5:00 p.m. on Monday** for forest products removed the previous week or at the completion of harvesting, whichever comes first. Payment will be made for the actual (**gross**) volume cut from the tract. Buyer will furnish the Seller or Seller's Agent a copy of each load ticket as proof of purchase. The Seller will accept the vendor remittance summary in lieu of the actual mill tickets. The buyer will be required to complete the Load Report for each load as soon as the load is delivered to the mill. (*See Article I paragraph five (5) in the Forest Products Sale Contract*).

The contract will be awarded to the highest bidder. The highest/best bid will be determined by multiplying the seller estimate of volume by the bidder's price per ton for each product. All bids must meet the minimum bid set by the Mississippi Forestry Commission.

The Forest Products Sale Contract will be forward to the successful Bidder for execution within ten (10) calendar days of the Seller's Approval of the Buyer's Bid. The Seller will fill out the Forest Products Sale Contract and provide the contract to the successful Bidder for completion. The Bidder will then return the completed contract to the Seller within 30 days. The Performance Bond Deposit is also required at Contract execution.

Bids should be addressed to **Newton County School District, 15305 Highway 15, Decatur, Mississippi**. The envelope should be clearly marked to indicate that it contains a bid fortimber.

The timber may be inspected at any time.

Representatives of the Mississippi Forestry Commission are available to all interested buyers at the **Area Forester's Office in Newton, MS** to answer questions. Office hours are 8:00 a.m. – 5:00 p.m. weekdays; telephone number **601-624-4209**.

The contract will be for a period of **18** months from the date of signing.

Effective April 2011, Mississippi School Trust Lands have been group certified by the American Tree Farm System and are in conformance with the AFF (American Forest Foundation) Standard. A copy of the AFF Certificate of Registration can be obtained on the MFC web page at www.mfc.ms.gov.

In submitting a bid, please mail or hand deliver prior to the Bid Opening Date and Time in an envelope addressed as follows:

Return Address

Newton County School District
15305 Highway 15
Decatur, MS 39327

Timber Sale Bid
Section 16, Township 5N, Range 13E
To be opened: **10:00 a.m., September 7, 2021**

Prepared by:
Name: Mississippi Forestry Commission
Address: 3139 Highway 468 West
Town-Zip: Pearl, MS 39208
Phone: 601-218-0309

Return to:
Name: _____
Address: _____
Town-Zip: _____
Phone: _____

FOREST PRODUCTS SALE CONTRACT

This contract made and entered into on this day by and between the **Newton County School District**, party of the first part, hereinafter called the Seller and _____, party of the second part, hereinafter called the Buyer, WITNESSETH:

Article I. For and in consideration of the sum of \$_____ per ton for pine pulpwood, \$_____ per ton for pine chip-n-saw, \$_____ per ton for pine saw timber, and \$_____ per ton for hardwood pulpwood. The Seller hereby agrees to sell and the Buyer agrees to buy all forest products designated for removal by the Seller on **±125 acres in Section 16, Township 5N, Range 13E, Newton County, Mississippi.**

Payment will be made on a weekly basis. Payment must be received by 5:00 p.m. on Monday on a weekly basis for forest products removed the previous week or at completion of harvesting, whichever comes first. Payment may be delayed for the first week of harvesting. Payment will be made for the actual (gross) volume cut from the tract. Buyer will furnish seller a copy of each Load Ticket as proof of purchase and the previous week's original Daily Load Report sheets. The Seller or Seller's Agent will accept the vendor remittance summary in lieu of the actual mill tickets. The buyer will be required to complete the Load Report for each load as soon as the load is delivered to the mill. Payment for Timber harvested during the previous week shall then be computed based upon the Actual (gross) Volume (in Tons) and the applicable price per ton, failure to comply will result in the forfeiture of the performance bond.

PAYMENT FOR ALL TIMBER PRODUCTS WILL BE MADE PAYABLE TO: Newton County School District

IN ADDITION, PAYMENT FOR TIMBER MUST BE ADDRESSED AND MAILED TO:

**Mississippi Forestry Commission
Heather Reddoch
3139 Highway 468 West
Pearl, MS 39208**

It shall be the Buyer's affirmative duty to accurately report on harvested timber. Therefore the Buyer or the Buyer's Agent(s) will maintain a Daily Load Report (Exhibit B). The Daily Load Report will contain the following information for each truck load: date and time of departure from the section; truck driver's name; timber product (ex: Pine Pulpwood, Pine Chip-n-saw, etc.); delivery destination; ticket number and scale ticket number; and net load weight. The Buyer will provide the Seller and/or the Seller's Agent the opportunity to review the Daily Load Report and allow copies to be made at the Agent's request. The previous week's original Daily Load Reports will be submitted on Monday by 5:00 p.m.

This sale is for a pay-as-cut-select thinning operation of a **±125 acre, 2st thin** pine plantation which includes an operator select thinning as specified in the "Forest Products Sale Contract". The area was hand planted. The stand is **27** years old, has an average **merchantable** height of **53** feet and an average **DBH** of **10.4** inches. At present the average basal area is **144** square feet per acre. The thin will be operator select between the established corridors. Where the stand has not been thinned a 15 foot corridor will be cut with 35 feet between corridors. The timber will be thinned to an average of **75** square feet of basal area per acre. Trees designated for sale are those trees not needed to form an average basal area of **75** square feet per acre. Such leave basal area shall consist of evenly distributed trees of saw log or potential saw log quality trees.

rubber treads shall be operated on or across any paved or blacktop surfaced roads on the property of the Seller without first laying planks on the road to prevent direct contact between the vehicle and the road.

Article III. All severance taxes will be borne and paid by the Buyer.

Article IV. The Buyer agrees to deposit with the Seller a Performance Bond in the amount of **\$1500.00** in the form of a corporate check, surety bond, cashier's check, certified check, or money order at the execution of this contract as a guarantee of faithful performance of each and every article of this contract in full. Proof of Insurance will not be accepted in lieu of this performance bond. Upon written notice of completion of this contract by the Buyer, the Seller will return the deposit in full, less any money withheld as damages by the Seller. This contract shall not be assigned in whole or in part without the written consent of the Seller and in the event of an assignment; the terms of this contract shall apply. If for any reason, a third party is assigned, the original buyer remains the responsible party for all terms and conditions of this contract.

Article V. The terms of this contract shall be for a period of **18** months from the Effective Date hereof, and during said period, the Buyer may harvest and remove any and all Timber products covered by this contract as site conditions allow. This contract may terminate earlier than **18** months if Buyer provides Seller with the final Load Report, mill tickets or vendor remittance summary and payment (*Article I*), and Seller releases Buyer from further performance, in which case this Timber Sale Contract shall terminate and expire at such time.

The contract may be extended for up to six (6) months by mutual consent of BUYER and SELLER in writing if conditions develop which interfere with the BUYER's operations for an appreciable length of time.

Article VI. The Seller hereby designates the Mississippi Forestry Commission (MFC) as its agent (Seller's Agent) and gives said Agent the following responsibilities:

1. Determining compliance with the terms of this contract by the Buyer, the Buyer's Agent(s) or their employees.
2. The authority to stop all operations of the Buyer on the Seller's property when it appears that terms of this contract are being violated.
3. The right to halt logging operations when ground conditions are so wet that logging would cause excessive damage to the Property, or when conditions are so dry that the risk of fire is elevated. In such cases, Buyer must communicate directly with the Agent before logging can resume. Any operations that resume before the approval of the Agent will result in a \$250.00 per day fine which will be deducted from the Performance Bond. The contact forester is: **Marc Krider** and contact phone number is: **601-624-4209**. Furthermore this fine will be imposed for any and all reasons that logging is halted and resumes without MFC approval, including, but not limited to; weather, saturated ground conditions, or removal of equipment to another logging operation on or off properties held in trust by the Seller or for any other reason that implies logging has ceased due to a stoppage by the Seller's Agent, Seller or a self-imposed stoppage by the logger or the Buyer.

A pre-entry conference between the Buyer and local MFC representative will be required before harvesting operations are allowed to begin. The Buyer agrees to notify the local representative of the Mississippi Forestry Commission to arrange a pre-entry conference and supply proof of deposit of the Performance Bond and proof of Manufacturer's or Contractor's Public Liability Insurance and other required insurance per Article XVIII of this contract at least seven (7) working days prior to the commencement of harvesting operation. There will be a \$250.00 per day fine for harvesting operations that begin before the pre-entry conference. Timber harvesting will not commence until these required documents are supplied to the Seller's Agent.

At least seven (7) working days prior to the Pre-Entry Conference, the Buyer may be required to provide three reference tracts of similar harvest operations to be viewed as examples of work completed by the Buyer's proposed logger. The Buyer will provide to the Seller's Agent the following information regarding the reference tracts;

4. Areas where initial Basal area is below 70 shall not be thinned.
5. Where plantation rows can be distinguished, all trees in every 4th row will be thinned. Where plantation rows cannot be distinguished, corridors shall be selected and harvested by the Buyer to facilitate access. 15 feet wide corridors will be removed and be used for the haul and skid rows. The width between corridors will be 35 feet. The timber will be thinned to an average of 75 square feet of basal area per acre.
6. Within the Leave Rows (or Non-Corridor areas) the Buyer will be required to select, prioritize and harvest trees that are diseased, damaged, poorly formed, suppressed or of inferior size and quality to meet contract requirements of residual tree quality, tree spacing and basal area.
7. After harvesting operations have been completed, residual tree stocking must be above 70 square feet or below 80 square feet of basal area per acre for the sale area. Otherwise, a penalty will be assessed at a rate of 0.25 tons per acre for every one (1) square foot of basal area below or above the tract range.
8. Equipment damage to Leave Trees shall be kept to a minimum. Excessive damage, meaning unnecessary damage to more than five percent (5%) of the Leave Tree stems, may result in the termination of this contract or other remedial action(s) to compensate the Seller.
9. All logging debris will be removed from the loading ramps and evenly redistributed throughout the residual stand, particularly in areas where erosion may occur, except any logging debris that the Seller's Agent determines necessary for soil and site stabilization on and around loading ramps.

Article XI. The Buyer will be required to merchandise all severed timber for the maximum financial benefit of the **Newton County School District**. The Seller's Agent may inspect and enforce merchandising at any time.

Article XII. Undesignated Trees are Leave Trees or any other tree(s) that are not offered for sale (and hence should not be cut or damaged). Undesignated Trees cut by Buyer must be paid for by the Buyer at the double stumpage rates listed below. This penalty will be deducted from the Buyer's Performance Bond.

Any undesignated merchantable trees which must be severed to construct or improve an existing access road shall be marked by the Seller's Agent in advance of harvesting. Said trees shall be purchased from the Seller by the Buyer and paid for at normal contractual rates specified under Article I of this contract. Other trees, as not covered by contract rates, shall be purchased from the Seller by the Buyer and paid for at one-half the rates specified in the contract for Undesignated Trees.

Also, Undesignated Trees and/or Leave Trees which are substantially damaged in the course of the Buyer's operations due to the Buyer's negligence or error will be marked for harvesting by the Agent. Buyer will pay double stumpage rates for all such substantially damaged trees.

For purposes of this contract, substantial damage to an Undesignated Tree shall be defined as breakage of the main stem, significant crown damage, uprooting or any abrasion which exposes wood on one quarter or more of the circumference of the main stem or in a continuous longitudinal wound of more than 2 feet in length, which damage could have been avoided through the use of reasonable care. Both categories shall be paid for at the following rates which are considered to be approximately double their stumpage value:

Pine pulpwood	\$ 30	per standard ton
Hardwood pulpwood	\$ 20	per standard ton
Pine saw timber	\$ 60	per standard ton
Hardwood saw timber	\$ 50	per standard tone

Article XVII. If any of the conditions of these Articles are violated by the Buyer, the Seller may, upon giving the Buyer notice in writing, suspend all operations engaged in by the Buyer under this contract until the conditions and requirements of this contract have been complied with. If the Buyer refuses to comply with each and every condition and requirement set forth in these Articles and persists therein after notice in writing, then the Seller may terminate this contract.

IN WITNESS WHEREOF, the above contract has been executed on this day _____ of _____, 2021, at _____, Mississippi.

Party of the Second Part

Party of the First Part

STATE OF MISSISSIPPI
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____ of _____, a Mississippi Corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as its voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal of office, this the _____ day of _____, 2021.

(Seal)

Notary Public

My commission expires: _____

STATE
OF MISSISSIPPI
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____ of _____, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said School Board as its voluntary act and deed, on the day and year therein mentioned.

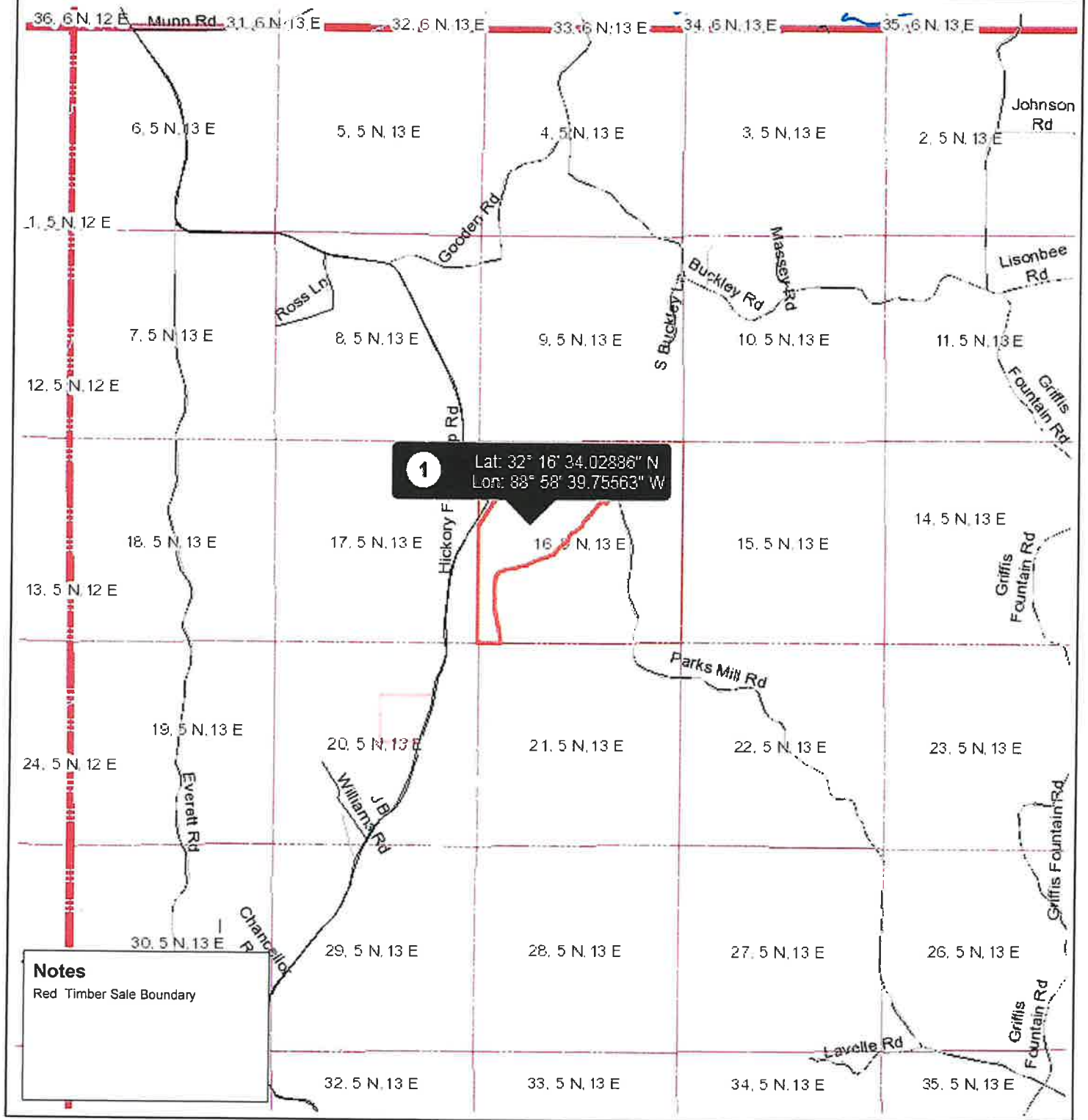
Given under my hand and seal of office, this the _____ day of _____, 2021.

(Seal)

Notary Public

My commission expires: _____

Newton County BOE Timber Sale 16 5N 13E PAC 1st Thin 125ac



Notes

Red Timber Sale Boundary

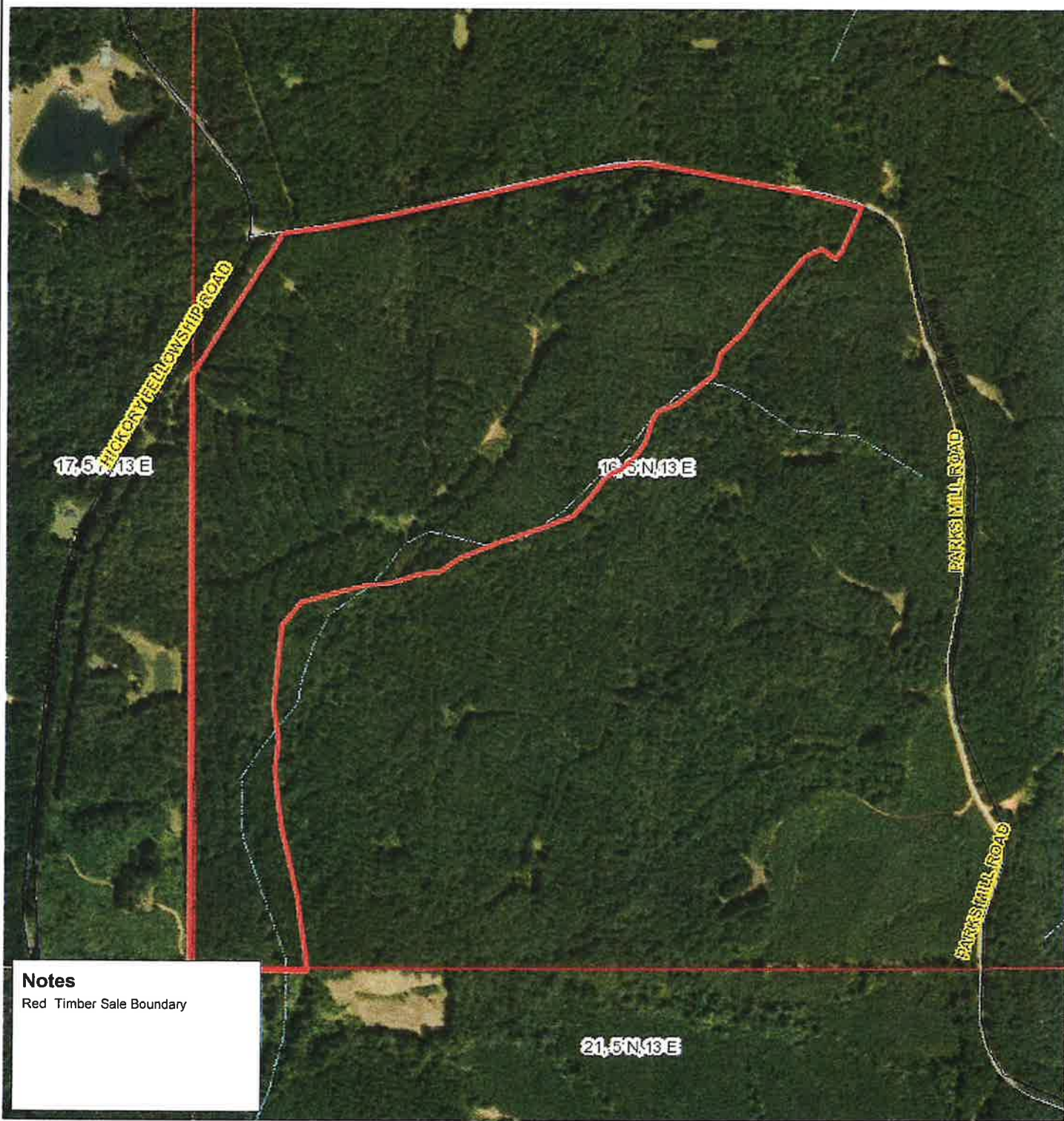
1.6 0 0.79 1.6 Miles

1: 50,000

WGS_1984_Web_Mercator_Auxiliary_Sphere

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Newton County BOE Timber Sale
16 5N 13E PAC 1st Thin 125ac



0.3 0 0.16 0.3 Miles

1: 10,000

WGS_1984_Web_Mercator_Auxiliary_Sphere



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MISSISSIPPI FORESTRY COMMISSION - LOAD REPORT

Logging Contractor: County: Newton

School Board: Newton County School District Date:

Section: 16-5N-13E

	DATE	TIME LOADED	TIME DEPARTED	LOADER OPERATOR	SPECIES			PRODUCT				MILL DELIVERED TO	TICKET NUMBER	DRIVER NAME	TRAILER I.D.	SCALE TICKET NUMBER	NET TONS
					P	H	PW	CNS	ST	Other							
1																	
2																	
3																	
4																	
5																	
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DATE SUBMITTED:	DATE RECONCILED:
CONTRACTOR SIGNATURE:	MFC EMPLOYEE: